

Balmer Lawrie & Co. Ltd

Notice Inviting E-Tenders

For Supply of Material Handling Equipment at Udaipur

Conducted at Balmer Lawrie e-Procurement Portal:

<https://balmerlawrie.eproc.in>

Tender No. BL/LS/DEL/EQP/FEB02/2020 dt. 20.02.2020

Due on 28.02.2020 at 1700 hours

Online Bids under dual system are invited from experienced vendors for **Supply of Material Handling Equipment at Udaipur** for the period of six months and further extendable for another three month with mutual agreement.

Tenderer not meeting the tender terms & conditions or in-complete in any respect or with any addition, deletion or modification are liable to be summarily rejected without any further communication to the tenderer and decision of the company in this respect will be final & binding.

Price bid should not be enclosed with technical bid in any case.

The technical bid shall be opened at 1800 hrs. on 28.02.2020. Being a Two-Part Tender (all documents needs to be submitted online only, technical and price bid), bids received online portal only will be considered. Bids in any other form sent through email/fax etc. will be rejected.

This Tender is divided into two parts as follows:

(a) **Technical Bid**: Technical Bid should consist of the following:-

1. Technical Details as per RFP, compliances, method of Handling etc.
2. Copy of registration of Firm/MoA/Certificate of Incorporation.
3. Copy of PAN
4. Copy of GST Reg.
5. Copy of Experience of work order having executed 2 similar work, equal or at least 50% of it, during the past 03 years.

6. Certificate from Bankers about financial soundness(Solvency certificate from Banker not older than 6 months should be enclosed)
7. The bidder should own 300 MTS crane on their name on RC, insurance certificates with successfully work completion certificate of such job; details such as copies of RC Book, Insurance, Permit, safety certificates etc. for the equipment has to be enclosed along with Annexure II.
8. The bidder has to submit copies of their company's balance sheet/Profit & Loss a/c (or) Business Turnover.
9. Age of Equipment should not be more than 8 years as on 01.01.2019
- 10.Undertaking as per Annexure III.
- 11.Submission of EMD of Rs. 75,000/- in form of Demand Draft for Rs. 75, 000/- (Rupees seventy five thousand only) executed by any Scheduled Bank drawn in favour of **Balmer Lawrie & Co. Ltd payable at Delhi..** The tender received without EMD shall not be considered and will be summarily rejected, which may please be noted. The EMD of unsuccessful tenders would be refunded on finalization of the contract.

All the documentary proofs as per above annexure should be uploaded online at the time of submitting the tender. The same will be considered as technical qualification eligibility.

(b) Commercial Bid: Commercial Bids of those firms will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by Balmer Lawrie & Co. Ltd.

Only online bids will be entertained. Scanned copies of the documents required for qualifying bids will be uploaded in PDF format online prior to bids submission end Date and time.

Commercial bid will also be submitted online only.

The Tender is being issued with no financial commitment and the Buyer reserves the right to change or vary any part of thereof at any stage. Buyer also reserves the right to withdraw the Tender, should it become necessary at any stage.

All correspondence shall be addressed as below:

Chief Branch Manager

Balmer Lawrie & Co. Ltd.

Unit Nos. 601-604, Tower E

International Trade Tower (ITT)

Nehru Place, New Delhi 110019

Phone: 011 26485556/ 26441390

Scope of Work:

- Bidder should ensure placement of requested equipment in time to ensure timely commence of operation.
- One shift shall contains of 08 working hours excluding of 01 hour lunch.
- Bidder must quote their offer including of Fule, safety gears, belts, stay of manpower, mobilization/demobilisation cost.

Security of Information: The seller shall not, without prior permission and the consent of the buyer in writing, disclose the content of the contract or details in part or full or any provisions thereof or any specification, plan drawing, patterns, sample or the information furnished on behalf of the buyer in connection therewith to any person employed/ engaged / sub contracted by the seller in the performance of the contract. Any violation of this clause shall result in disqualification of the seller implying not only withdrawal of contract, with no liability towards Buyer but may also result in black listing of the seller.

Quality: The quality of the services delivered according to the present Contract shall be flawless and uninterrupted and as per specification/standard required by the customers.

Risk & Expenses Clause: Should the services or any installment thereof not be delivered within the time of times specified in the contract documents, or if services are not provided to the satisfaction of the Buyer, The Buyer shall after granting the bidder 15 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of the contract to declare the contract as cancelled either wholly or to the extent of such default.

Safety Measures: The Bidder shall make all safety provisions. Further, the contractor shall adhere to all labor laws, regulations and shall indemnify the department of any action, fine, penalty or compensation that the contractor has to pay for default on his part. The contractor shall be fully responsible for any type of accident to his employed staff and no claim on this account will be entertained by the department.

Award of Contract

Work will be allotted to L1 bidder. The L1 bidder shall be determined on an overall basis taking into consideration all the sectors in the price bid, and negotiation carried out. However, the company reserves the right to award the contract to more than one bidder, and the company's decision shall be final and binding on all the parties.

Period of Contract

The work order against this tender shall remain valid for a period of four months from the date of issuance of Work Order/ LOI with provision for further extension for a period of three month at the same rate, terms and conditions from the date of expiry of the contract.

Validity of Offer

The quotation submitted shall be valid for a period of 120 days from the date of opening of the bids received.

Liquidated Damages

In the event of the Vendors failure to supply the equipment's / installation of equipment etc the buyer may at his discretion withhold any payment until the completion of contract. The buyer may also deduct from the vendor as agreed, liquidated damages to the sum of 0.5% of contract price of the delayed equipment.

Security Deposit

The bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a Public Sector Bank or a Pvt. Sector Bank authorized to conduct Govt. business for a sum of equal to 5% of the contract value or as decided by the Sanctioning Authority at the time of finalization of contract within 30 days of receipt of confirm order. The Performance Bank Guarantee should be valid upto 60 days beyond the end date of contract. (The specimen of PBG can be provided on request)

Detention Charges

The total cost quoted should be all inclusive of the detention cost, if any.

Price Escalation/ De-escalation

No Escalation/ De-escalation shall be allowed, whatsoever.

Payment Terms

The bidder shall submit the bills with complete and proper supporting documentation. All original invoices should be provided at the time of bills submission.

Bills for supply of equipment shall be accompanied by clean Proof of Delivery (POD) confirming receipt of consignment (s) by the consignee in good condition and without any loss/ physical damage to the shipment. Bills not to be accepted for payment without principle's acknowledgement in the delivery challan.

Taxes

Taxes will be payable extra as per Govt. of India.

Consignment Lost/Damage in Transit

When a consignment is lost/damage while handling at the principle premises with safety, the responsibility for loss//damage of such consignment would entirely lie on the bidder and shall be recovered out from Bidder, irrespective whether the company has insured the consignments against such loss/damage or not. It would be entirely at the company's discretion, whether to file a claim in Insurance Company for such loss or not. In other words, bidder would be fully responsible to make such loss to Balmer Lawrie & Co Ltd.

Secrecy of documents

The successful bidder has to strictly maintain secrecy of all our documents carried by them, failure found if any at any point of time will straight away lead to cancellation of the contract and the losses pertaining to the event shall be recovered from the bills.

Protection of Goods

The Bidder shall be fully responsible for handling of goods with safety.

Termination of Contract

The company reserves the right to terminate the contract for unsatisfactory performance, dissemination of information, or for any other reason in the event of which you shall not be entitled to any compensation whatsoever.

Evaluation of Bids

The evaluation of bids will be based on average of quotations for equipment of Price Bid as per Annexure I.

Negotiations

Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/ clarifications required for them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalize the tender.

MSME

MSME vendors are exempted from submitting EMD.

“As per GOI instruction, MSME vendor/s will be given the option to match the L1 rate for the supply of goods or services for the pre-determined quantity of minimum for 25% of the total tender value/quantity if their quoted rate is / are in the range of +15% higher from L1 rate. Such MSME vendors are required to quote & submit their UAM (Udyog Aadhar Memorandum) identification number along with their bid, failing which such bidders will not be eligible to enjoy the said benefits as per procurement policy for MSMEs. The above such MSME benefit is applicable subject to operational viability of splitting of such order.”

Risk Purchase

- If the bidder/contractor unable to provide the equipment to carry goods as per agreement, the company shall be free to engage any other contractor for this purpose at the market rates and would recover the extra charges of any, from the defaulting contractor's bills/ security deposits without any further notice. The Company's decision on the contractor's inability to provide equipment would be final.
- The successful bidder has to maintain all relevant statutory records and recover/ pay contributions in respect of their employees under the Factories Act, Central Labour Act, PF Act, FPF Schemes, Workmen's Compensation Act, and other labour laws. In all respects, the successful bidder shall be responsible for employment, welfare, conduct etc. of their office employees and shall indemnify the company against any claim, demand or action at the instance of any office employees or by any authorities. The successful bidder shall also ensure to pay his employees the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965, and submit proof towards effecting payment of Bonus.
- Once the goods are loaded on the successful bidder's equipment, the successful bidder is responsible for their safe keeping and delivery to the destination until our receiving a signed challan signifying acceptance of the consignment by our customer. In the event of damage or loss of goods whilst in the custody of the successful bidder, the successful bidder to reimburse 'full value' of the goods damaged or lost. 'Full Value' will be equivalent to the Invoice Value inclusive of taxes, duties etc and loss of goodwill if any.
- All the equipment to be provided by the successful bidder should qualify as per the qualification norms of the Government/State Transport authorities .
- The successful bidder will have to provide required equipment in good working condition to clear the entire quantity of goods scheduled for dispatch.
- The successful bidder will have to submit a list of his drivers, cleaners and other workmen and only on our approval and issue of passes they are permitted to enter the project site. Changes, if any, must receive our approval.
- The successful bidder will be responsible for the welfare and discipline of his employees at all times. He must also undertake to comply with all statutory regulations for employment of his employees. Any expenses incurred by us under these regulations will have to be reimbursed by him. The successful bidder will be deemed to be the ultimate employer of his men.
- **PRESERVATION:** Fully covered/ covered with tarpaulin equipment shall necessarily be provided for each and every load. In addition, the platform of the equipment should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the goods during transit.

- The bid if any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.
- In case of unsatisfactory performance of the transporter, Company reserves its right to cancel part or whole of the contract. In such case, the company also reserves its right to get the balance portion of the job executed through other means at the entire risk and cost of the transporter.
- In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful contractor at any stage of operation of the contract, company reserves the right to cancel the contract. The company will be the sole judge in taking such a decision and will not be assigning any reason for its action. Such cancellation will be without prejudice and entirely at company's discretion.
- Late tenders/ delayed tenders including postal delays and those not conforming to the prescribed terms and conditions, shall not be considered.
- The equipment should possess FIRST AID KIT, R.C. BOOK, INSURANCE PREMIUM RECEIPT, etc. at any point of time during its service to our company. Hence, it is essential for the successful bidder to meet these requirements without fail. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.
- It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

The Company reserves the right to cancel the tender without assigning any reasons.

Arbitration

All questions, disputes and differences arising under or in relation to this Enquiry/ Agreement shall be referred to the sole arbitration of the C&MD of Balmer Lawrie & Co Ltd (Company). If such C&MD is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer of the Company by such C&MD in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the arbitrator appointed hereunder is an employee of the Company and may be Shareholder of the Company. The arbitrator to whom the matter is originally referred, whether the C&MD or Officer, as the case maybe, on his being transferred or vacating his office or being unable to act, for any reason, the C&MD, shall designate any other person to act as arbitrator in accordance with the terms of the Enquiry/ Agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also

the term of this Enquiry/Agreement that no person other than the C&MD or the person designated by the C&MD as aforesaid shall act as arbitrator. The award of the Arbitrator so appointed shall be final, Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the Rules made there-under and for the time being in force shall apply to the arbitration proceedings under this clause.

Force Majeure Clause

Neither the company nor the transporter shall, in any way, be held liable for non-performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:

- Declared Strike/ Bandhs -Revolution
- Lockout -Wars
- Natural Calamities -Acts of enemies of the state
- Decrees of any Government or –Governmental Authority -Riots
- Any reason other than the above will not be considered as force majeure condition.

As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligations has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affect or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.

Place:

Date:

(Signature of the tenderer with seal)

Annexure I

COMMERCIAL BID
REQUIREMENT OF MATERIAL HANDLING EQUIPMENT AT UDAIPUR

SL No.	Equipment	Qty	Total Months Required	Total Charges (INR)	Taxes	Total Cost (Charges + tax)	Charges for additional duration if called for(per week excluding taxes)	Remarks
A	300 MT Crane	1	3					
B	300 MT crane	1	1					
C	Man Lift Extended (40 M Height, 30 M Boom)	1	6					
D	10 Ton Auxiliary Crane with belts(Hydra)	4	6					
E	Electric Man Lift 20 mtr	1	6					
F	10 Ton Forklift with belts	2	6					
G	Truck/Trailer 40 FT	1	6					
Grand Total								

Signature of Authorized Signatory

Date:

Place:

Annexure II

(Letter of Compliance on Bidder's Letter Head)

Date:

To,
Chief Manager,
Balmer Lawrie & Co. Ltd.
Nehuru Place, New Delhi -19

SUB: BL/LS/DEL/NTRO_EQP/NOV19

Dear Sir,

1. With reference to your above tender, we have carefully read & understood the tender terms & conditions and hereby confirm that all the terms and conditions of your above tender are acceptable to us and our offer is based on the same.
2. In view of above confirmation, any deviation mentioned by us anywhere in the tender is not valid and is to be ignored by Balmer Lawrie & Co. Ltd. while finalizing the tender.
3. We also confirm that we have submitted filled up the complete information in the technical bid format appendix-___ & submitted the price bid exactly in the price bid format appendix-___ without any deviation/ conditions. We have also noted the conditions mentioned in appendix-___ & Appendix-___.
4. In case, any deviation is observed in the financial bid the same is not to be entertained or considered by Balmer Lawrie & Co. Ltd.

We confirm that we have not been suspended/blacklisted from any Government or PSU organization.

Place:

Date:
with seal)

(Signature of the Tenderer